

## TERMS & CONDITIONS FOR SUPPLY, INSTALLATION & SERVICING OF ELECTRONIC FIRE & SECURITY SYSTEMS

### Part 1 - Definitions

In these Terms and Conditions the following expressions shall have the following meanings:

"the Agreement" - these Terms and Conditions, the Installation Notes and the Quotation.

"the Alarm Receiving Centre" - the Company premises where the Fire or Security Systems are monitored.

"the Company" - Lifeline Alarm Systems Ltd.

"the Customer" - the person, firm or company which has accepted the Quotation.

"the Company Equipment" - means the signaling control unit.

"the Customer Equipment" - means all equipment supplied to the Customer other than the Company Equipment.

"the Installation Charge" - means the price set out in the Quotation as the Installation Charge.

"the Installation Date" - means the day on which the installation of the System by the Company is completed.

"Monitoring and Maintenance" - as described in the Installation Notes.

"the Monitoring and Maintenance Inspection Charges" - means the price set out in the Quotation for Annual Maintenance Visits and Alarm Receiving Centre Monitoring.

"the Quotation" - means the offer to supply the System at the price and on the terms set out in it.

"the Specification" - the document supplied by the Company setting out details of the System installed for the Customer.

"the System" - means the Company Equipment and the Customer Equipment and any existing equipment as provided for in Part 2b.

### Part 2 - Customer pre-installation obligations

- a) The following duties must be carried out by the Customer before installation starts to enable the Company successfully to install the System. The Customer must:
  - (i). Obtain and pay for all necessary consents and licenses for the installation of the System (such as landlords consent);
  - (ii) Give the Company free access to the premises on the date and time agreed to install the System, and arrange for easy access to all working areas and surfaces for the Company engineers to carry out the necessary work to install the System.
  - (iii) Supply adjacent to the intruder alarm control unit a non switched fuse 230v ac spur point, unless the Company or its engineer has been requested to fit this device by the Customer or his representative and this has been noted on the Quotation;
  - (iv) Advise the Company of the existence of all concealed utilities such as water, gas, electricity, telephone or other services (if any known about) and point out to the installation engineer their location before work commences. The Company will use reasonable skill and care in identifying any concealed services not so pointed out. The Company will only be liable for damage to these services or for resulting damage to the extent that it does not take such reasonable care.
  - (v) Advise the company of the existence of all issues relating to the health & safety of company personnel whilst on site. Including the existence of such materials as asbestos, that may require additional control measures having to be taken.
  - (vi) Be responsible for the lifting of any floorboards or floor coverings other than carpets. Note that the Company cannot be held responsible for any damage as a result of lifting and re-fitting carpets. Also be responsible for any proposed flush fitting of units and making good thereafter.
- b) If the Customer wishes the Company to use any existing equipment as part of the System, it will be assumed to be in full working order. Where the Company on installation discovers this is not the case, any work required to bring such equipment up to an acceptable standard will be charged for on a time and material basis.
- c) Where damage could be caused which may not be immediately apparent to our operatives, the Company cannot be held liable where it has not been notified of such a possibility.

### Part 3 - Supply of System

- a) The Company will install the System at the premises or site specified in the Quotation on the anticipated delivery date quoted by the Company provided that the Company has by that date received payment of 50% of the Installation Charge as referred to in Part 7a. Any provisional fitting date will be held for 5 working days only pending receipt of the above and the signed contract agreement.
- b) The Company will use reasonable endeavors to install the System neatly and to conceal cables wherever possible, but where this is impractical the cables will be surface run:
- c) The System will be installed in accordance with the recommendations contained in the British Standard Institute's specification for the relevant Fire or Security Systems on buildings current from time to time on the date on which installation starts. Any change made in these Standards will not be deemed to be retrospective to existing installations.
- d) On installation, the Company will give one briefing and demonstration of the System to the Customer or his/her representative. (There will be an additional charge if further instructions are required.) This demonstration, the operating instructions, keys or code number will be supplied to the Customer on payment of the balance of the Installation Charge as set out in Part 7a.
- e) Where a deduction from cost has been made by Lifeline Alarm Systems Ltd for installation of first fix wiring by a third party, Lifeline Alarm Systems Ltd personnel can only check the position of such wiring against their original specification. We can not check or be held responsible for the integrity of the wiring as inevitably the wire runs are concealed behind plaster, under floors etc. Please be informed that Lifeline Alarm Systems Ltd will only become aware of any problems with the integrity of the wiring when our fitter attempts to power up and commission the system.

### Part 4-Customer's post installation Obligations

- a) It is the responsibility of the Customer after the installation is completed to refit any floorboards, carpets or other floor coverings lifted before Installation and to carry out any building work, cutting away, decoration or making good unless specifically stated in the Specification, other than any required by the failure to exercise reasonable care and skill by the Company its employees, or agents.
- b) The Customer will (on or immediately after the Installation Date) notify the Company and Police in writing of the addresses and telephone numbers of persons who hold keys or codes for the System and the persons responsible for the opening and closing of the premises and upon any change notify the Company and Police immediately in writing. The Company shall not be responsible or liable for any loss or damage caused or resulting from any failure to notify the Company or Police.
- c) At all times after the installation is completed the Customer will:
  - (i) Operate the System in accordance with the instruction manual;
  - (ii) Where applicable, pay any line or equipment charges due to third parties (and increases from time to time);
  - (iii) Pay for all electrical supplies to the System and remain responsible for the upkeep and maintenance of all electrical supplies to the System.

## **Part 5 - Company's post Installation Obligations**

The Company will:

- a) Carry out at the Company's expense any repairs or replacement to the System (excluding existing equipment of the Customer incorporated into the system) required by any faulty materials or workmanship within twelve months of the Installation Date.
- b) At the request of the Customer and within a reasonable time after such request carry out such further works to the System as are necessary to keep the same in operation or to modify, upgrade or replace the System at a price agreed by the Customer and the Company.
- c) Offer to do any modification, alteration or upgrading of the System required to comply with any requirement or regulations of the Police or other authority subject to costs determined by survey and agreement between Customer and Company.

## **Part 6 - Monitoring & Maintenance (or maintenance only where relevant)**

- a) The Company will carry out Monitoring and Maintenance services as set out in the Installation Notes and as agreed in writing between the Customer and the Company.
- b) Monitoring and Maintenance are on a one year fixed term basis, running in the first year from the Installation Date. If the Company wishes to provide Monitoring and Maintenance for further periods it will send the Customer an invoice for the following year's charges, on the anniversary before expiry of the annual term. If the Company does not wish to continue to provide Monitoring and Maintenance, it will send written notice of this fact to the Customer at least four weeks before the expiry of the annual term.
- c) At any time after the expiry of the first year of Monitoring and Maintenance the Customer may terminate Monitoring and Maintenance by giving a minimum of three months written notice.
- d) At any time after the expiry of one year from the Installation Date the Company shall have the right to increase the Monitoring and Maintenance Inspection Charges. Any increases will be notified to the customer at the time of invoice.-
- e) Monitoring and Maintenance Inspection Charges are reviewed on 1 January each year.
- f) The Company will carry out routine maintenance inspection during the hours of 08:30 to 17:30 Monday to Friday (excluding Bank Holidays) on a date previously agreed with the Customer and in accordance with the relevant Standard if applicable.
- g) Monitoring and Maintenance of the System may be withdrawn immediately without advice or notice of withdrawal should any agreed payment fail to be made within 30 days of invoice or direct debit payment date.
- h) The company will make several attempts to contact the customer to arrange mutually agreeable appointments to carry out the servicing of the system. These attempts will include although not limited to telephone calls, written letters and electronic communications where permitted. In the event that the company has exhausted its attempts in line with the regulations laid down by NSI (National Security Inspectorate), the service will be recorded as 'deemed to have been done due to no contact', and moved forward to the next anniversary date. No refunds can be entertained in cases where this has occurred.

## **Part 7 -Payment**

- a) The Customer will pay up to a maximum 50% of the Installation Charge as a deposit to the Company before Installation begins, and the balance together with the Maintenance Inspection Charge for the first year on the Installation Date.
- b) The Customer will pay the Monitoring Charge for the first year on receipt of an invoice issued by the Company once connection has been made to the Alarm Receiving Centre.
- c) Where the attendance of the Company's employees is requested for any reason whatsoever (apart from normal maintenance Inspections or under the guarantee by the Company in Part 5a) the Company reserves the right to charge the Customer for labour at its standard rates (including travelling time) and for materials.

## **Part 8 - General Conditions**

- a) Ownership of the Customer Equipment will pass to the Customer on payment of the balance of monies as set out in Part 7a.
- b) The Customer will not assign, sell, charge, mortgage, pledge or attempt to part with possession of any part of the Company Equipment nor any interest in it nor encourage or allow any person to adjust, tamper, alter or interfere in any way whatsoever with the Company Equipment.
- c) The Company is entitled to transfer or assign all or any of its rights in this Agreement and to perform any of its obligations through nominated subcontractors although the Company will still be responsible to the Customer for its obligations.
- d) Any variation or modification of any of the terms and conditions of this Agreement must be evidenced in writing and signed by a duly authorised representative of the Company.

## **Part 9 - Termination**

- a) If the Customer commits any breach of its obligations under the Agreement and fails to remedy the same within 30 days of notice by the Company requesting the breach to be remedied, or if any payment due under this Agreement is more than 30 days in arrears the Company may terminate the Agreement by giving the Customer 14 days notice in writing of the termination.
- b) The Company may terminate this Agreement immediately by notice in writing to the Customer If the Customer goes into liquidation, becomes bankrupt, makes a voluntary arrangement with his creditors or has a receiver or administrator appointed.
- c) The Company reserves the right to terminate the Agreement immediately if the System or the premises are destroyed or so substantially damaged that the Company is unable to reasonably continue its obligations hereunder and also charge to the Customer the value of Company Equipment destroyed. Any monies paid for Monitoring and Maintenance will be refunded on a pro rata basis for that period when the Customer is without the System.
- d) On termination of Maintenance and Monitoring by either the Customer or the Company or on expiry of the Maintenance and Monitoring services:
  - (i) The Customer will give the Company free access to remove the Company Equipment;
  - (ii) It shall be the absolute responsibility of the Customer to ensure the safety of any remaining electrical installation following removal of the Company Equipment.
- e) In the event of termination the company does not offer refunds in part or in whole for unfulfilled portions of the term paid.
- f) If the Company is not paid the balance of the Installation Charge as set out in Part 7a, it may remove the System from the Customer's premises. In this event, the Customer will be responsible for any breakage or other damage, in particular for the refitting of any floor boards, carpets or other floor coverings and to carry out any building work, decoration or making good, arising from the removal of the Company . Equipment unless the same is caused by the failure to exercise reasonable care and skill by the Company, its employees or agents.

**Part 10 - Limitation of Company's Liability**

**PLEASE READ THIS SECTION CAREFULLY. IT CONTAINS RESTRICTIONS ON THE COMPANY'S LIABILITY IN THE EVENT OF A CLAIM BY THE CUSTOMER**

- a) The System is intended only to reduce the risk of loss or damage to the property and injury to persons on the premises to the extent that is reasonably practicable by use of such equipment. The Company gives no undertaking to the Customer that the System may not be compromised or circumvented or that the System will prevent any loss by burglary, theft or otherwise. The Company does not guarantee that particular loss, damage or injury can and will be prevented by use of the System.
- b) The Company accepts responsibility for ensuring that the System complies with the Specification and will be reasonably capable of meeting the purpose but does not accept any larger responsibility than that, whether in negligence or otherwise save as set out in this Part 10.
- c) The Company accepts liability without limit for (i) death or personal injury caused by its or its employees failing to take proper care whilst acting in the course of their employment, and (ii) any fraudulent statements of fact made by it which caused the Customer to enter into this Agreement.
- d) The Company shall not be liable for any loss or damage suffered by the Customer however caused, whether as a result of any failure to exercise reasonable care and skill, breach of these terms, false statement or otherwise or resulting from any unauthorised entry or burglary, theft, robbery, damage, disturbance or any other cause, in excess of £50,000 inclusive of all costs and expenses, subject to Part 10c.
- e) The Customer shall be liable for the cost of any key holding charges regardless of the nature of the call including any alarm equipment failure.
- f) The Company will have no liability for any loss suffered by the Customer as a result of a call not being received at the Alarm Receiving Centre, if this is due to the fault of BT or other communications provider, a failure in the electricity supply to the System or the Alarm Receiving Centre or as a result of the Company's premises being evacuated, due to causes such as fire, bomb alerts or gas leaks.
- g) The Company accepts liability, up to a maximum of £50,000 for loss suffered by the Customer if a call is not received at the Alarm Receiving Centre, as a result of a failure in the communication system at the Alarm Receiving Centre or a breakdown in the equipment, which in either case is due to the fault of the Company.
- h) The Company or its insurers shall not be liable or investigate any claim for loss unless the Customer has given written notice as soon as is reasonably practicable (14 days) after its occurrence or it coming to the Customer's attention and the Customer shall give the Company and/or its insurers every facility to investigate such occurrence.
- i) The Company shall not under any circumstances whatsoever be liable for any loss or damage however caused which was not caused directly by a breach of these terms or a failure to exercise reasonable care and skill on the part of the Company.

**None of these terms and conditions affect your statutory rights. These terms and conditions are governed under English & Welsh law and final decisions shall be made by the courts.**